



# ecology and environment, inc.

ROSSLYN CENTER, 1700 NORTH MOORE ST., ARLINGTON, VA 22209, TEL. 703-522-6065, TELEX 650-267-6032

International Specialists in the Environment

July 18, 1991

DOCUMENT NO. SF250

Remediation Services, Inc.  
11401 Moog Drive  
St. Louis, MO 63146

Site: Laclede Coal Gas  
ID #: MOD981715980  
Break: 22.8  
Other: 7-18-91

Attention: Kevin E. Dyer

Re: Subcontract - Transportation and Disposal of Investigative  
Derived Waste from the Laclede Coal Gas Site St. Louis, MO.  
TDD No. F07-9008-020 PAN FM00579SA  
Subcontract to be Executed.

Dear Mr. Dyer:

Enclosed please find two copies of the referenced subcontract for the transportation and disposal of twenty-five drums of IDW from the above named site. Both copies have been signed by me on behalf of Ecology and Environment, Inc.

Please have both copies signed on behalf of Remediation Services, Inc. and return one fully executed copy to me, at my Arlington, Virginia location. The other copy is to be retained for your files.

The work to be performed hereunder is to be coordinated with Wes McCall of our Kansas City office, at (913) 432-9961.

Sincerely yours,

  
Lewis A. Welzel  
Subcontracts Manager

Enclosures



AGREEMENT  
ECOLOGY AND ENVIRONMENT, INC.  
AND  
REMEDATION SERVICES, INC.  
TDD No. F07-9008-020  
PAN FM00579SA

AGREEMENT, entered into and made effective as of the 18th day of July, 1991, by and between ECOLOGY AND ENVIRONMENT, INC., a New York corporation, with headquarters at 368 Pleasantview Drive, Lancaster, New York 14086 (hereafter, "E & E"), and REMEDIATION SERVICES, INC, with offices at 11401 Moog Drive, St. Louis, MO 63146, (hereafter, the "Subcontractor").

W I T N E S S E T H:

WHEREAS, Ecology and Environment, Inc., with headquarters at 368 Pleasantview Drive, Lancaster, New York 14086, and a business office at 1700 North Moore Street, Suite 1105, Arlington, Virginia 22209, has entered into a contract (Contract No. 68-01-7347) with the United States Environmental Protection Agency (EPA), with an effective date of November 1, 1986, to furnish technical, engineering and managerial services in support of Remedial Response Activities at Uncontrolled Hazardous Substance Disposal Sites; and

WHEREAS, E & E, with the approval of the Government, desires to subcontract a portion of its work to the Subcontractor; and

WHEREAS, the Subcontractor agrees to provide such subcontract services in accordance with the terms stated herein.

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and terms to be kept and performed, the parties hereto agree as follows:

GENERAL TERMS  
TIME AND MATERIALS SUBCONTRACTS

1. EMPLOYMENT

E & E hereby agrees to engage the Subcontractor, and the Subcontractor hereby agrees to perform the services as provided for herein, and as set forth in Exhibit 1, annexed hereto and made a part hereof, in connection with the program and the Contract.

2. SCOPE OF WORK

The services to be provided by the Subcontractor for and on behalf of E & E shall be those specified in Exhibit 1, annexed hereto and made a part hereof. All services are for the purpose of supporting and assisting E & E in furnishing technical and managerial services to the EPA under the Contract. The Subcontractor shall furnish the necessary personnel, material, and service facilities (except as may be otherwise specified herein), and shall otherwise do all things necessary for or incident to the performance of the work specified in Exhibit 1, and any references contained therein.

3. CONTRACT DOCUMENTS AND ORDER OF PREFERENCE

A. This agreement consists of the following documents:

(1) This Subcontract Agreement dated as of the effective date written above, with attached Exhibits.

(2) The additional general provisions required by the prime Contract or Federal laws, which are hereby incorporated by reference as follows:

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.202-01	DEFINITIONS
52.203-01	OFFICIALS NOT TO BENEFIT
52.203-03	GRATUITIES

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.203-05	COVENANT AGAINST CONTINGENT FEES
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-07	ANTI-KICKBACK PROCEDURES (If over \$100,000)
52.215-01	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (Negotiated Contracts over \$10,000)
52.215-02	AUDIT -- NEGOTIATION (Negotiated Contracts over \$10,000)
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (Negotiated Contracts)
52.215-24	SUBCONTRACTOR COST OR PRICING DATA (Negotiated Contracts over \$100,000)
52.215-26	INTEGRITY OF UNIT PRICES (If over \$10,000)
52.216-07	ALLOWABLE COST AND PAYMENT
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	UTILIZATION OF WOMEN OWNED SMALL BUSINESSES
52.220-03	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.222-03	CONVICT LABOR
52.222-26	EQUAL OPPORTUNITY
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (If over \$10,000)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (If over \$2,500)
52.223-02	CLEAN AIR AND WATER (If over \$100,000)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.230-03	COST ACCOUNTING STANDARDS (Negotiated Contracts over \$100,000)
52.233-03	PROTEST AFTER AWARD ALTERNATE I
52.243-03	CHANGES - TIME AND MATERIALS

<u>FAR Clause Number</u>	<u>Clause Title and Application</u>
52.244-03	SUBCONTRACTS
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-06	INSPECTION
52.246-25	LIMITATION OF LIABILITY--SERVICES (If over \$25,000)

<u>EPAAR Clause Number</u>	<u>Clause Title</u>
1552.235-70	SCREENING OF BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(3) Any special E & E "Terms and Conditions", to the extent such Terms are applicable, are identified as such, and are attached hereto.

B. In the general provisions listed above, all references to the Contractor or E & E shall be deemed references to the subcontractor, and all references to the EPA or the Government shall be deemed reference to E & E.

C. In the event of any inconsistency in this Subcontract, the inconsistencies shall be resolved by giving precedence in the following order:

- (1) This Subcontract Agreement with attached Exhibits
- (2) The Additional provisions, approved protocols and procedures incorporated into this Subcontract by reference
- (3) The General Provisions of the Contract

#### 4. PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall be for a term of thirty (30) days from the notice to proceed.

5. ESTIMATED COST

The total cost of this Subcontract is not to exceed thirty-five thousand eight hundred eighty-two and 00/100 dollars (\$35,882.00).

No payments shall be made to the Subcontractor other than against a properly prepared and submitted invoice in accordance with Article 8 of this Subcontract.

6. PAYMENT FOR SERVICES

E & E shall pay the Subcontractor for the services performed in accordance with the Subcontractor's price schedule, annexed hereto as Exhibit 2 and made a part hereof, and in accordance with the provisions of this Subcontract. No invoice for such services shall include work in excess of forty (40) hours in any week, except as authorized in advance by the Zone Program Manager (ZPM), or such other E & E employee(s) designated in writing by the ZPM. Invoices shall be supported by documents, time sheets, itemized lists of material, or other documents as may be reasonably required by E & E and EPA.

Notwithstanding anything in this Subcontract to the contrary, the Subcontractor shall be paid for services performed on behalf of E & E pursuant to this Subcontract within forty-five (45) days of receipt of a valid invoice by E & E for such services.

7. SUBCONTRACTOR ACCOUNTING SYSTEM

The Subcontractor shall employ an accounting system for this agreement to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross referencing with payment vouchers for purposes of cost recovery litigations.

8. SUBMISSION OF CLAIMS FOR REIMBURSEMENT

In accordance with the provisions of this Subcontract, and the cost proposal/schedule at Exhibit 2 incorporated into and made a part hereof, each Subcontractor invoice or claim for reimbursement, along with any required supporting statements or certificates, shall be submitted to the attention of the Subcontracts Manager at the address

designated below:

ECOLOGY AND ENVIRONMENT, INC.  
Cloverleaf Building #3  
6405 Metcalf Ave. Suite 404  
Overland Park, KS 66202  
Attention: Wes McCall

9. TECHNICAL DIRECTION

The Subcontractor shall promptly perform all work directed by the E & E ZPMO Subcontracts Manager or his designated representative (Subcontract Technical/Administrative Coordinator) in accordance with the technical direction given by them which may include, but need not be limited to:

(1) the anticipated level of effort to be devoted to each task;

(2) the anticipated end product(s) of each task; and

(3) the completion date for each task.

All work so performed shall remain subject to the "Limitation of Cost" and "Limitation of Funds" provisions of this Subcontract, as well as the "Level of Effort" provisions of this Subcontract to the extent they are incorporated into and made a part hereof.

10. E & E ZPMO SUBCONTRACTS MANAGER MODIFICATION OF  
SUBCONTRACT

Notwithstanding any of the provisions of this Subcontract, only the E & E ZPMO Subcontracts Manager is authorized to alter the scope of work set forth in Exhibit 1 of this Subcontract, or to amend or modify in any way any of the terms of the Subcontract.

11. AMENDMENTS IN WRITING

This Subcontract may be amended only by a further written agreement, duly executed, between the parties, and such amendment shall be subject to the prior approval of the Government. This Subcontract may not be changed orally.

## 12. NOTIFICATION OF CHANGES TO SUBCONTRACT

### A. Definitions

As used in this Article, the term "E & E ZPMO Subcontracts Manager" does not include any representative of the E & E ZPMO Subcontracts Manager, whether or not such representative is acting within the scope of his authority.

### B. Notice

The primary purpose of this Article is to obtain prompt reporting by the Subcontractor of Government or Contractor conduct which the Subcontractor considers to constitute a change to this Subcontract. Except for changes identified as such, the Subcontractor shall notify the E & E ZPMO Subcontracts Manager promptly in writing, and in any event within ten (10) calendar days from the date the Subcontractor so identifies any Government or Contractor conduct (including actions, inactions, and written or oral communications) that the Subcontractor regards as a change to the Subcontract terms and conditions. The notice shall state, on the basis of the most accurate information available to the Subcontractor, the following:

(1) the date, nature and circumstance of the conduct regarded as a change;

(2) the name, function, and activity of each Government individual, Contractor, and Subcontractor official or employee, involved in or knowledgeable of such conduct;

(3) the identification of any document(s) and the substance of any oral communication involved in such conduct; and

(4) the particular elements of contract performance for which the Subcontractor may seek an equitable adjustment under the "Changes" clause, including:

(a) those portions of the Subcontract statement of work the Subcontractor believes will be affected by the alleged change;

(b) the estimated adjustment to the Subcontract with respect to estimated cost and/or fixed fee, delivery or performance schedule; and other provisions affected by the alleged change.



C. Continued Performance

The Subcontractor shall not proceed with the alleged changes as identified in the notice required by B. above, unless notified in advance in writing by the E & E ZPMO Subcontracts Manager, in accordance with D (1), below. Until such notification is received, the Subcontractor shall continue performance of this Subcontract in accordance with its terms and conditions.

D. E & E Response

The E & E ZPMO Subcontracts Manager shall respond in writing to the notice required by B. above. In such response, the E & E ZPMO Subcontracts Manager shall either:

(1) confirm that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance in accordance with the "Changes" clause;

(2) countermand any communication regarded as a change;

(3) deny that the conduct of which the Subcontractor gave notice does constitute a change, and, when necessary, direct the mode of further performance; or

(4) in the event the Subcontractor's notice information is deemed inadequate to enable the making of a response as set forth in (1), (2) or (3) above, advise the Subcontractor when additional information is required and establish the date by which such additional information is to be furnished.

E. Equitable Adjustments

If the E & E ZPMO Subcontracts Manager confirms that E & E or Government conduct effected a change within the scope of the "Changes" clause, as alleged by the Subcontractor, and such conduct causes an increase or decrease in the estimated cost of, or the time required for the performance of, any part of the work under this Subcontract, whether changed or not changed by such conduct, an equitable adjustment may be made in accordance with the "Changes" clause of this Subcontract.

13. NOTICES

All notices and other communications required to be given under this Subcontract, and in the absence of specific direction otherwise, shall be deemed effectively made or given if written and delivered to the appropriate party at the address listed below, or at such other address or addresses as either party may, from time to time designate in writing:

With respect to E & E:  
ECOLOGY AND ENVIRONMENT, INC.  
Rosslyn Center - Suite 1105  
1700 North Moore Street  
Arlington, Virginia 22209

With respect to the Subcontractor:  
REMEDICATION SERVICES, INC.  
11401 Moog Drive  
St. Louis, MO 63146

14. COMPLIANCE WITH LAWS

Subcontractor shall comply with all applicable state, federal, and local laws and executive orders and regulations in the performance of its services hereunder.

15. HEALTH AND SAFETY

A. Requirements. The nature of the work to be performed under this agreement is potentially hazardous. As a minimum, the Subcontractor shall satisfy all Federal, State and local statutes, regulations and ordinances regarding health and safety, including the appropriate requirements set forth in 29 CFR Parts 1910 and 1926, including in particular, the provisions of 29 CFR 1910.120; 1910.132; 1910.133; and 1910.134.

The Subcontractor agrees to follow all E & E health and safety protocols that E & E may require while performing services in connection with this subcontract. The Subcontractor further agrees to allow E & E to monitor and inspect Subcontractor's activities as

required ensure that all parties and their agents, officers and employees are in compliance with E & E health and safety program or sites safety plan requirements. None of the above shall be construed to remove from Subcontractor and impose upon E & E any general supervision duty over or responsibility for the activities of Subcontractor's officers, agents, or employees.

B. Medical Surveillance Program. Each Subcontractor employee involved in field activities under this agreement should be enrolled in a medical surveillance program, consisting of an initial medical examination, annual examinations and such interim examinations as may be required to protect or assess employee health status. The Subcontractor agrees to submit to E & E a certification that each employee assigned to this project, is enrolled in a medical surveillance program, and has been medically certified by a physician for this work, including the use of a respirator. Certifications of employee medical status must be submitted to E & E before an employee shall be permitted to enter a hazardous waste site under this agreement. (See Appendix A to Exhibit 1).

C. Safety and Health Training Responsibility. The Subcontractor shall arrange for and require that all of its employees who will be working on a hazardous waste site take a safety and health training course which conforms to the requirements specified in OSHA Regulations 29 CFR 1910.120(e). Certification of completion of such courses by each employee who is to work on site under this agreement shall be furnished to Ecology and Environment, Inc. prior to any such employee's entering the site for any purpose. (See Appendix B to Exhibit 1).

D. First Aid Training and CPR Training. The Subcontractor agrees that its employees will not enter any site under this agreement, unless a minimum of two field personnel are present on the site that are currently certified by the American Red Cross in both Multimedia First Aid and Cardiopulmonary Resuscitation (CPR)-Modular, or equivalent. These trained individuals need not be subcontractor employees.

E. Use of Equipment and Protective Clothing at Hazardous Waste Sites. The Subcontractor agrees that each employee shall wear such protective clothing and use such equipment as specified in the Site Safety Plan at all times when such employee is on the site.

The Subcontractor hereby agrees to comply with the requirements set forth at 29 CFR 1910.134 including those provisions that require facial hair to be removed and/or special facepiece lenses to be utilized by persons with poor eyesight in the event respiratory equipment is to be used. The Subcontractor hereby agrees to have its own employees submit to the authority of E & E should E & E ever determine that a health or safety concern exists, and that any Sub-subcontractors to the Subcontractor will be required to adopt and agree to the terms of this paragraph as a condition of any written agreement of other Sub-subcontract governing on-site activities.

16. EQUAL EMPLOYMENT OPPORTUNITY

The provisions of the clause contained in FAR Subpart 22.8 in effect on the date hereof are hereby incorporated herein by reference with the following change: The word "Contractor" shall mean "Subcontractor."

17. PROHIBITION AGAINST ASSIGNMENT -- SUBCONTRACTING

It is understood and agreed that the Subcontractor shall be an independent contractor and that the Subcontractor shall not further subcontract out any of the work to be performed by it under this subcontract nor assign said Subcontract without, in each case, the prior written consent of E & E and of the Government, if appropriate.

18. INCREMENTAL FUNDING

It is understood that EPA Contract 68-01-7347 is being incrementally funded. It is, therefore, understood that this Subcontract is funded only to the extent funds are available to pay for the Subcontractor's services in accordance with the Contract, and that the Subcontractor will be paid only to the extent funds are available for allocation to the Subcontractor under the Contract. E & E shall notify the Subcontractor thirty (30) days in advance of any period for which

Contract No. 68-01-7347 with the Government has not been funded.

19. CONSULTANT SERVICE

The Subcontractor agrees to determine and notify E & E whether or not it or any consultant to be utilized by it under this Subcontract has in effect an agreement with the Federal Government for similar services, and if so, will advise the E & E ZPMO Subcontracts Manager accordingly.

20. FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to performance under this subcontract, the need may arise to provide expert testimony during hearings, and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the subcontractor under this contract would have gained expertise as a result of tasks performed under this contract. Therefore, the subcontractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with lower tier subcontractors (if any) to ensure the availability of such subcontractor personnel. Agreement to provide such services in the future serves as a notice of intent only. Such services are not purchased hereby, and will be obtained, as required, through a separate contractual agreement.

21. DESIGNATION OF PATENT ADVISOR

The Patent Advisor Office of General Counsel, EPA, Washington, D.C. 20460, is hereby designated to represent E & E in administering the "Patents and Inventions" clause in this Subcontract. Correspondence with respect to this clause should be directed to the Patent Advisor, with a copy to the EPA's Contracting Officer, and copy to the E & E ZPMO Subcontracts Manager. The requirements of the "Patents and Inventions" clause regarding the identification and mailing address of the Contracting Officer in this Subcontract may be satisfied by including this entire paragraph.

22. FEDERAL REPORTS ACT

In the event that it subsequently becomes a requirement of this Subcontract to collect identical information from ten (10) or more public respondents, the Federal Reports Act, 44 USC 3501, et seq., shall apply to this Subcontract. In such event, the Subcontractor shall not expend any funds to, or take any other action whatsoever, to solicit information from any of the public respondents until the EPA Contracting Officer has notified E & E in writing that the required Office of Management and Finance final clearance has been obtained, and E & E has so notified the Subcontractor. The Subcontractor shall provide to the EPA Contracting Officer, or the E & E ZPMO Subcontracts Manager, such information as will facilitate obtaining such clearance.

23. SUBCONTRACT CONSENT

This Subcontract, and all amendments thereto, are subject to the prior approval of the EPA Contracting Officer, as provided for in the clause of the General Provisions entitled, "Subcontracts".

24. ORGANIZATIONAL CONFLICT OF INTEREST

A. The Subcontractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this Subcontract, it does not have any organizational conflict of interest as defined in Paragraph B, below.

B. The term "Organizational Conflict of Interest" means a relationship exists whereby the Subcontractor (including its chief executives, directors, and proposed consultants) has interests which:

(1) may diminish its capacity to give impartial, technically sound, and objective advice and assistance, or may otherwise result in a biased work product; or

(2) may result in an unfair competitive advantage. Such interests include, but are not limited to, present or proposed contractual arrangements with an industry to be studied, present or proposed contractual agreements with a firm which

manufactures or sells any substance or item to be studied, present or proposed manufacture or sale of any substance or item to be studied, and present or proposed manufacture or sale of any substance or item in competition with a substance or item to be studied under the proposed Subcontract. It is not relevant that the Subcontractor has either the reputation of being able to resist the temptation to give biased advice or the ability to resist such temptation.

C. The Subcontractor agrees that, if after the effective date of this Subcontract, it discovers an organizational conflict of interest with respect to this Subcontract, it shall make an immediate and full disclosure in writing to the EPA Contracting Officer and the E & E ZPMO Subcontracts Manager, which disclosure shall include a description of the action which the Subcontractor has taken, or proposes to take, to avoid, eliminate or neutralize the conflict. E & E may, however, terminate this Subcontract at its convenience in the event of any organizational conflict of interest if such termination would be in the best interests of itself or EPA, or if termination is required by EPA.

D. The Subcontractor agrees further that if a conflict of interest were identified prior to the execution of this Subcontract, it will adequately avoid, eliminate or neutralize the conflict in a manner satisfactory to the E & E ZPMO Subcontracts Manager and the EPA Contracting Officer.

E. In the event the Subcontractor was aware of an organizational conflict of interest any time prior to or after the execution to this Subcontract, and intentionally did not disclose the conflict to E & E or the EPA Contracting Officer, E & E may terminate the Subcontract for default, and E & E and/or the Government may invoke such other remedies as may be authorized by law.

## 25. PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

The subcontractor agrees to obtain confidentiality agreements from all personnel working on requirements under this contract. Such agreements shall contain provisions which stipulate that each individual agrees not to disclose either in whole or in part to any entity external to EPA, DOJ, or the contractor, any technical data

provided by the Government or generated by the contractor, any site specific cost information, or any enforcement strategy without first obtaining the written permission of E & E. Such agreements shall be effective for the period of performance of E & E's prime contract and for a period of two years after the expiration of this contract, including any amendments to extend the term of this contract.

26. INSPECTION AND ACCEPTANCE

The E & E ZPMO Subcontracts Manager, or his duly authorized or designated representative, is authorized to perform inspection for acceptance and to accept materials and services to be provided.

27. F.O.B. POINT

All items and materials required hereunder shall be delivered F.O.B. Destination (e.g., Job Site), with all shipping and transportation costs prepaid.

28. TOOLS AND MATERIALS

Tools and materials necessary for Subcontractor's performance shall be supplied by Subcontractor. Any tools or materials supplied by E & E, or created from performance of the Agreement, shall remain the property of E & E, and will be returned on demand.

29. WORKING FILES

The Subcontractor shall maintain accurate working files containing all work documentation including calculations, assumptions, interpretations of regulations, source of information, and other raw data required in the performance of this agreement. The Subcontractor shall provide the information contained in its working files to Ecology and Environment, Inc. upon request.

30. TECHNICAL DATA

The Subcontractor hereby agrees to deliver to the E & E Subcontracts Manager within thirty (30) days after being requested to do so by E & E, the following documents:



A. All originals and copies, and all abstracts and excerpts therefrom, of all information supplied to the Subcontractor by Ecology and Environment, Inc. and specifically designated "Confidential Business Information," pursuant to the article entitled "Treatment of Confidential Business Information."

B. All originals and copies, and all abstracts and excerpts therefrom, all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Article entitled "Screening of Business Information for Claims of Confidentiality."

C. All originals (if originals are unavailable, copies will be acceptable) of all Technical Data\* which is pertinent to the support of the Remedial Response Program and has been furnished to the Subcontractor by Ecology and Environment, Inc. or has been generated by the Subcontractor in performance of this agreement. In the event that there is any disagreement as to whether certain data is considered pertinent, the Program Manager shall make the final determination. This determination shall not be subject to the terms of the Article entitled "Disputes."

\*"Technical Data" as used herein means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may document research, experimental, developmental, or engineering work; or be usable or used to define a process or to procure, produce, support, maintain, or operate material. This data may be graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design type documents; in machine forms such as punched cards, magnetic tape, computer disks or printouts of data retained in computer memory. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information.

D. Copies of all other types of additional data, including but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the

clause "Rights in Data--Special Works (EPAAR 1552.227-72).

E. Upon receipt of all data provided to Ecology and Environment, Inc. by the Subcontractor under this paragraph, the Contracts Administrator shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

31. TERMINATION BY E & E

Notwithstanding anything in this Subcontract to the contrary, this Subcontract may be terminated by E & E at any time, upon termination of the Contract, and the Subcontractor shall have no claim against E & E, except for services performed prior to the date of termination, and then only to the extent E & E has received payment from the Government for the services performed.

32. REMEDY IN THE EVENT OF BREACH BY THE SUBCONTRACTOR

In the event of any breach or failure by the Subcontractor to perform to the satisfaction of E & E under this Subcontract, E & E shall, at its discretion, be entitled to complete the work or have the work completed by a third party, and the Subcontractor shall be liable for the difference in the cost of completing the work and the remaining payments due to the Subcontractor under the Subcontract, together with any and all damages suffered by E & E including, among others, delays and loss of payments from the Government under the Subcontract, resulting from the Subcontractor's breach.

33. NO WAIVER

No waiver by either party in any default by the other party in the performance of any provision of this Subcontract shall operate as or be construed as a waiver of any future default whether like or different in character.

34. INSURANCE COVERAGE TO BE FURNISHED BY SUBCONTRACTOR

The Subcontractor shall maintain, at its own expense, such insurance as is required by law or regulation, and at a minimum the types and amounts of insurance set forth in that clause of the General

Conditions entitled, "Insurance", at the Subcontractor's sole expense, as follows:

A. The Subcontractor shall procure and maintain such insurance as is required by law or regulation, including that required by Subpart 28.3 of the Federal Acquisition Regulations (FAR) as of the date of execution of this Subcontract, and such insurance as the Contracting Officer prescribes by written direction.

B. At a minimum, the Subcontractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy State law;

(2) Employer's liability insurance, in the minimum amount of \$100,000 per occurrence;

(3) Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons, in the amount of \$1,000,000 per occurrence;

(4) When aircraft or vessels are used in the performance of this subcontract, public and passenger liability insurance, in such form, in such amounts, and for such periods of time as E & E may require or approve.

C. With respect to any insurance policy, all or part of the premiums of which the Subcontractor proposes to treat as a direct cost under this Subcontract, and with respect to any proposed qualified program of self-insurance, the approval of the Contracting Officer shall be obtained prior to any claim for payment therefor. The Subcontractor shall be reimbursed for the portion allocable to this Subcontract.

D. The Subcontractor shall indemnify, defend and hold harmless E & E from and against all claims, damage, loss and expenses arising directly or indirectly out of the performance of the work by the Subcontractor under this Subcontract.

### 35. STANDARDS

All services hereunder shall be performed by employees or agents of Subcontractor who are experienced and highly skilled in their profession, and in accordance with the highest standards of workmanship in their professions.

36. DISPUTES

Should any dispute arise between E & E and the Subcontractor or between E & E and the Government concerning the work performed by the Subcontractor under this Subcontract, the Subcontractor agrees to be bound by the decision of the Contracting Officer, and any appeals therefrom, to the same extent E & E is bound. The Subcontractor agrees to pay the cost of the prosecution or the processing of any appeal or dispute between E & E and the Government concerning work performed by the subcontractor, and including but not limited to administrative and legal expenses incurred by E & E in prosecuting any such claim or appeal on behalf of the Subcontractor.

37. DESIGNATION OF PROPERTY ADMINISTRATOR

The Contract Property Administrator, General Service Branch, Data and Support Assistance Division, EPA, Washington, D.C., 20460, is hereby designated the property administration function for this Subcontract. The Subcontractor agrees to furnish information regarding Government property to the Contract Property Administrator in the manner and to the extent required by the Contract Property Administrator or his duly designated successors, or by the E & E ZPMO Subcontracts Manager.

38. ENTIRE AGREEMENT

This Subcontract, with all Exhibits and materials incorporated herein by reference and made part hereof, shall constitute the entire understanding between the parties and no conversations, memoranda, or other matters, whether written or oral, and previously exchanged between the parties hereto, shall alter the terms of this Subcontract.

39. GOVERNING LAW

The parties hereby agree that this Subcontract, including its validity and interpretation, shall in all respects be governed by the laws of the State of New York.

40. JURISDICTION

This Subcontract shall be deemed to be executed in and performed in the County of Erie, of the State of New York, and any action brought pursuant to this Subcontract may be brought only in the Supreme Court of the State of New York, County of Erie.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

AGREED TO AND ACCEPTED:

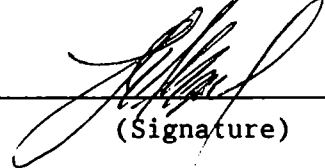
REMEDIATION SERVICES, INC.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

ECOLOGY AND ENVIRONMENT, INC.

By \_\_\_\_\_  
(Signature)

Lewis A. Welzel  
\_\_\_\_\_  
(Printed or Typed Name)

Subcontracts Manager  
\_\_\_\_\_  
(Title)

EXHIBIT 1

STATEMENT OF WORK

EXHIBIT 2

COST/PRICE DATA

Transportation and Disposal of 25 Drums  
from the Laclede Coal Gas Site, St. Louis, MO

TDD No. F07-9008-020

PAN FM00579SA

The work to be performed hereunder shall be on a Time and Materials basis with a not-to-exceed dollar obligation of thirty-five thousand eight hundred eighty two and 00/100 dollars (\$35,882.00). Invoices must show unit costs, proper price extension, and must be supported by appropriate documentation.

The not-to-exceed total obligated hereunder is predicated on the cost quotation from Remediation Services, Inc. dated May 23, 1991 attached hereto.

Invoices are to be forwarded to ECOLOGY AND ENVIRONMENT, INC., Cloverleaf Bulding #3, Suite 404, 6405 Metcalf Ave., Overland Park Kansas, 66202 for approval by Wes McCall the Project Manager before being forwarded for processing and payment.

The Subcontractor is also requested to submit the attached "Subcontractor Cost Release" form with your final invoice.

### SECTION 3: SCOPE OF WORK

The subcontractor will be responsible for the following:

- 1) arranging for, and conducting, the transport of wastes to a disposal facility
- 2) sampling the drums if necessary, and having those samples analyzed for the appropriate compounds or characteristics (if existing sample analyses are not adequate)
- 3) arranging for, and conducting, the disposal of the drums and the wastes contained within the drums
- 4) providing the personnel and equipment to on-load and off-load the drums at all transfer points
- 5) supply and prepare all manifests (EPA/E & E will sign as generator)
- 6) provide documentation that the transportor and disposal facility are in compliance with all appropriate laws and regulations at the time of the waste disposal.

The subcontractor must follow all federal, state and local laws and regulations appropriate to this task. The subcontractor will be responsible for acquiring all necessary permits and licenses for the successful completion of this task.

Upon completion of this task, a report containing the following information shall be submitted to the E & E office identified in Section 5:

- a. brief summary of the work conducted
- b. start and completion dates
- c. copies of all manifests
- d. list of companies and contractors involved in this task
- e. method of disposal and justification
- f. listing of all pertinent transportor or disposal facility codes, i.e. T/S/D numbers as assigned by the USEPA
- g. detailed description of the disposal method
- h. original copies of the certificates of destruction or disposal
- i. documentation that the disposal facility was in compliance with the appropriate and relevant laws and regulations at the time of disposal
- j. copies of all sampling results, and copies of the field sheets as well as the chain-of-custody records.



Other protective equipment which will be required for this task includes chemically resistant coveralls, rubber overshoes, steel-toed safety boots, hard-hats, rubber gloves, and safety goggles, all of which will be furnished by the subcontractor.

Questions regarding levels of protection and related equipment should be addressed to the E & E project manager prior to preparation of the bid proposal. Further, the prospective bidder is requested to carefully review Item 31. "Submission to Physical Examinations and Safety Procedures", Parts A through E, in the sample cost reimbursable contract included as an attachment. Additional safety-related requirements are defined therein.

[NOTE: Prospective bidders are cautioned that the requirement to wear protective equipment while conducting drilling operations may result in some discomfort and added physical stress to the subcontractor employee. Accordingly, prospective bidders should assure themselves that their employee's physical condition will allow them to successfully perform their duties without physical harm or adverse health effects when wearing the protective equipment per OSHA regulations contained in 29 CFR 1910.134 (b) 10.

Further, E & E will require documentation, in advance of field work, stating that the assigned subcontractor field personnel have been approved, from a health standpoint, for the use of respiratory protective equipment and that they comply with all OSHA regulations regarding work on hazardous waste sites. As confirmation of this, the subcontractor is required to complete the enclosed statement of Medical Fitness (Appendix A) and the statement of Health and Safety Training (Appendix B). The subcontractor must present the signed forms to E & E prior to commencement of the project].

#### SECTION 4: SITE SAFETY

Because of the hazardous nature of the materials all personnel employed or retained for services by the subcontractor may be required to wear personal protective clothing and respiratory protective equipment while engaged in site-related activities. Appendix B contains U.S. EPA and E & E level of protection guidelines pertaining to personal protective clothing and respiratory equipment. E & E guidelines may at times call for minor modifications within each level of protection. Upon mobilization, the subcontractor shall be prepared to perform work at protection levels up-to and including level C. The required level of protection during operations will be dictated by waste characteristics, site characteristics, and meteorological conditions. In addition, the potential for the need to upgrade protection levels exists at any site where hazardous waste may be found. It is estimated that all work will be conducted in level-D personal protection.

Determination of the need for respiratory protection will be made by E & E personnel on a location-to-location basis. It is anticipated that E & E guidelines will require the use of an air-purifying mask with cartridges during operations at this site.

If needed, the subcontractor is required to provide his employees with respiratory protective equipment and the necessary training in the use of this equipment, E & E will provide respiratory protective equipment to its employees only.

Respiratory protective equipment cannot be used by individuals with long sideburns or beards or by individuals who wear standard eye-glasses or contact lenses. Special eyeglasses that can be worn with the respiratory equipment are available and can be purchased by the subcontractor at his expense.

EXHIBIT 2

COST/PRICE DATA

SUBCONTRACTOR'S COST RELEASE

Instructions

SUBCONTRACTOR: Submit original and 2 copies. Sign original and conform signature on copies.

Pursuant to the terms and conditions of this subcontract dated  
> \_\_\_\_\_, 19>\_\_ and in consideration of the sum of > \_\_\_\_\_  
\_\_\_\_\_ Dollars \$(> \_\_\_\_\_) which has  
(Total of Cost Paid and Payable)  
been or is due to be paid under the said subcontract to > \_\_\_\_\_  
\_\_\_\_\_ herein called the  
(Subcontractor's Name and Address)

subcontractor to its assignees, if any, does release, and discharge  
Ecology and Environment, Inc. of all liabilities related to costs  
incurred by the subcontractor under the said subcontract during the  
period > \_\_\_\_\_, except for:

1. Specified claims in stated amounts or in estimated amounts  
where the amounts are not susceptible of exact statement, as follows:  
(If none so state) > \_\_\_\_\_  
\_\_\_\_\_

2. Claims, together with reasonable expenses incidental thereto,  
based upon the liabilities of the Subcontractor to third parties arising  
out of the performance of the said subcontract, which are not known to  
the Subcontractor on the date of the execution of this release.

IN WITNESS WHEREOF, this release has been executed this > \_\_\_\_\_ day  
of > \_\_\_\_\_ 19>\_\_.

> \_\_\_\_\_  
(SUBCONTRACTOR OR CORPORATE NAME)

BY:> \_\_\_\_\_

> \_\_\_\_\_  
(TITLE)



May 23, 1991

Ecology and Environment, Inc.  
Cloverleaf Building #3, Suite 404  
6405 Metcalf Avenue  
Overland Park, Kansas 66202

RE: Laclede Coal Gas Site, St. Louis, Missouri  
Drum Disposal (25)  
TDD #F-07-9008-020/FM00579SA

Dear Mr. McCall:

Thank you for the opportunity to present a proposal on the disposal of 25 drums from the above mentioned facility. Our proposal is broken down into the following categories for your review:

1. Proposal and Bid Form
  - A. A statement that all work performed will be in accordance with the specifications set forth in the Information for Bidders Package and which will stand in a Court of Law.
  - B. Statement of Qualifications
  - C. References
  - D. Licenses and Permits
  - E. Time Schedule
  - F. Major Equipment
  - G. Insurance
  - H. Removal and Disposal Plan
  - I. Subcontract Disposal Form

If you have any questions, please do not hesitate to call me at (314) 567-5300.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kevin E. Dyer'. The signature is fluid and stylized, with the first and last names being more prominent.

Kevin E. Dyer